3933

BILL NO. S-78-01-04

SPECIAL ORDINANCE NO. S-08-78

AN ORDINANCE approving a contract with W.A. Sheets, Inc., Shambaugh & Son, Inc., and A. Hattersley & Sons, Inc. for restoration of the "Old City Hall".

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contracts dated December 22, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and W.A. Sheets, Inc., Shambaugh & Son, Inc. and A. Hattersley & Sons, Inc., for:

W.A. SHEETS, INC.

EDA PROJECT NO. 06-51-26917 RESOLUTION NO. 65-125-6

Restoration of the City Building, "Old City Hall" General Construction Work including Alernates G-3, G-4 G-5 and G-6 and the deletion of Allowances A,B,C, & E.

$362,429.00

SHAMBAUGH & SON, INC.

EDA PROJECT NO. 06-51-26917 RESOLUTION NO. 65-125-6

Restoration of the City Building, "Old City Hall" Electric Construction work including Alternates E-2 and E-3.

$76,652.00

A HATTERSLEY & SONS, INC.

EDA PROJECT NO. 06-51-26917 RESOLUTION NO. 65-125-6

Restoration of the City Building, "Old City Hall" Mechanical Construction Work including Alternates M-2 and M-3.

$171,550.00

for a total cost of $610,631.00, of which $350,000.00 will be paid from the LPW RD II and the balance to be paid by the Fort Wayne Historical Society, all as more particularly set forth in said contracts which are on file in the Office of the Board of Public Works and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Vivian G. Schmidt
Councilman

Read the first time in full and on motion by J Schmidt, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M.,E.S.T.

DATE: 1-10-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by J Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 1-24-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-08-78 on the 24th day of January, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of January, 19 78, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 31st day of January, 19 78 at the hour of 10:30 o'clock A M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-01-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract with W.A. Sheets, Inc., Shambaugh & Son, Inc., and A. Hattersley & Sons, Inc. for restoration of the "Old City Hall"

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

1-24-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

CONTRACT 65-187-11 12/22/77

CITY OF FORT WAYNE, INDIANA

Contract No. _____

THIS CONTRACT, made the 22 day of December, 1977,

by and between W.A. SHEETS, INC.,

whose address is 1336 Polk Street, Fort Wayne, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner.

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

EDA PROJECT NO. 06-51-26917 RESOLUTION NO. 65-125-6

RESTORATION OF THE CITY BUILDING, "OLD CITY HALL"
GENERAL CONSTRUCTION WORK including ALTERNATES G-3, G-4
G-5 and G-6 and the deletion of Allowances A,B,C, & E

identified in these contractural documents as Contract No. _____, all in strict accordance with the plans and specifications and other contractural documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Three hundred sixty-two thousand, four hundred twenty-nine Dollars in the manner hereinafter set out. ($362,429.00)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the bases of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimadated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts of all which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Contract Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 255 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $ 0 for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) percent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the

event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

The Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

ARTICLE XI, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) the Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

CONTRACT SUMMARY SHEET

W.A. SHEETS & SONS, INC.

GENERAL CONSTRUCTION WORK

1.	BASE BID		$428,750.00
2.	Alternate G-3: Change addition finishes;	ADD	1,873.00
3.	Alternate G-4: Delete interior painting;	DEDUCT	25,194.00
4.	Alternate G-5: Delete VAT in offices;	DEDUCT	3,531.00
5.	Alternate G-6: Delete plaster patching;	DEDUCT	19,519.00
6.	Delete Allowances A,B,C, and E ;	DEDUCT	19,950.00

TOTAL GENERAL CONSTRUCTION CONTRACT:.....$362,429.00

NOTE: Owner shall have option to reinstate the above deducted items for a period of 120 days after contract date.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Goverment contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or in threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

BOARD OF PUBLIC WORKS

_____
Henry P. Wehrenberg, Chairman

_____
Ethel H. LaMar, Member

_____
Max G. Scott, Member

ATTEST:

_____
Ursula Miller, Executive
Secretary & Clerk of the Board

CONTRACTOR

W. A. SHEETS & SONS, INC.

ATTEST:

_____
Secretary of Corporation

_____
President

Approved as to form and legality:

_____
City Attorney

FORM ED-124
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

W.A.SHEETS & SONS, INC.

(Name of Contractor)

1336 Polk, Ft.Wayne, Indiana 43808

(Address of Contractor)

a corporation, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation

(Name of Surety)

170 West Jackson Blvd., Chicago, Illinois 60604

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF FT.WAYNE, BOARD

(Name

OF PUBLIC WORKS,

of owner)

1 Main Street, Ft.Wayne, Indiana

(Address of Owner)

hereinafter called Owner, in the penal sum of THREE HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED TWENTY NINE AND NO/100- - - Dollars, $(362,429.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 21st day of December, 197 7, a copy of which is hereto attached and made a part hereof for the construction of:

Restoration of the City Building (Old City Hall) Ft.Wayne,

Indiana - EDA Project #06-51-26917

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully idemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 21st day of December 1977.

ATTEST:

Clifford S. Friend
(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

W.A.SHEETS & SONS, INC.
Principal

By [signature]

1336 Polk, Ft.Wayne, Indiana 43808
(Address)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

By [signature]
Attorney-in-Fact
W.J.Heidkamp

ATTEST:

(Surety) Secretary
Resident

(SEAL)

170 W.Jackson Blvd.,Chicago, Illinois
Witness as to Surety

170 W.Jackson Blvd.,Chicago, Illinois
(Address)

170 W.Jackson Blvd.,Chicago, Illinois
(Address)

COUNTERSIGNED
Robert L Pettree
Indiana Resident Agent

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

FORM ED-125
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

W.A.SHEETS & SONS, INC.
(Name of Contractor)

1336 Polk, Ft.Wayne, Indiana 43808
(Address of Contractor)

a corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation
(Name of Surety)

170 West Jackson Blvd., Chicago, Illinois 60604
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF FT.WAYNE, BOARD OF PUBLIC WORKS
(Name of Owner)

1 Main Street, Ft.Wayne, Indiana
(Address of Owner)

hereinafter called Owner, in the penal sum of THREE HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED TWENTY NINE AND NO/100 Dollars, $(362,429.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Wheras, the Principal entered into a certain contract with the Owner, dated the 21st day of December, 197 7, a copy of which is hereto attached and made a part hereof for the construction of:

Restoration of the City Building (Old City Hall) Ft.Wayne, Indiana - EDA Project #06-51-26917

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 21st day of December, 197 7.

ATTEST:

Clifford S. Friend
(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

W.A.SHEETS & SONS, INC.
Principal

By (S)

1336 Polk, Ft.Wayne, Indiana 43808
(Address)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

ATTEST:

(Surety) Secretary
Resident

(SEAL)

170 W.Jackson Blvd.,Chicago, Illinois
Violet Kiefs
Witness as to Surety

170 W.Jackson Blvd.,Chicago, Illinois
(Address)

By W J Heidkamp
Attorney-in-Fact
W.J.Heidkamp

170 W.Jackson Blvd.,Chicago, Illinois
(Address)

COUNTERSIGNED
Robert L. Pettinen
INDIANA RESIDENT AGENT

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE ~~OR COMMONWEALTH~~ OF ILLINOIS
COUNTY ~~OR CITY~~ OF COOK } ss:

Before me, a Notary Public, personally came W.J.Heidkamp known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 21st day of December, 19 77

J. Brookie
Notary Public.

My Commission expires MY COMMISSION EXPIRES OCT. 10, 1978

Jud. 876 (9-57)

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 87262

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Richard Atwood, Walter J. Binder, Jr., William C. Brummett, Ward S. Chase, Stephen Dullard, Nancy Gentile, James R. Gordon, W. J. Heidkamp, John Jackson, Robert H. Jasker, Leslie Kazmierowski, Richard M. Keehan, Jr., Violet F. Kilts, John R. Marshall, Edward Matichek, H. W. Mueller, George M. Nedved, Jr., Walter H. Osterkamp, Jr., Milton F. Persin, Frank Pinn, Donald J. Provenzano, Edward Reese, Jordan B. Rifis and Eugene A. Vilimek

of the City of Chicago, State of Illinois
its true and lawful attorney s

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Richard Atwood and the said Walter J. Binder, Jr. and the said William C. Brummett and the said Ward S. Chase and the said Stephen Dullard and the said Nancy Gentile and the said James R. Gordon and the said W. J. Heidkamp and the said John Jackson and the said Robert H. Jasker and the said Leslie Kazmierowski and the said Richard M. Keehan, Jr. and the said Violet F. Kilts and the said John R. Marshall and the said Edward Matichek and the said H. W. Mueller and the said George M. Nedved, Jr. and the said Walter H. Osterkamp, Jr. and the said Milton F. Persin and the said Frank Pinn and the said Donald J. Provenzano and the said Edward Reese and the said Jordan B. Rifis and the said Eugene A. Vilimek
may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 30th day of September, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(SEAL) (Signed) By D. H. Meehan
Vice-President.

(Signed) J. A. Witzen
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 30th day of September, A. D. 1976, before me personally came D. H. Meehan, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. A. Witzen, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said D. H. Meehan and J. A. Witzen were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 76

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 30th day of September, A. D. 19 76

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-57)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland,

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may hy law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, hy or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Charles O. Mullennix, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given hy said Company to

Richard Atwood, Walter J. Binder, Jr., William C. Brummett, Ward S. Chase, Stephen Dullard, Nancy Gentile, James R. Gordon, W. J. Heidkamp, John Jackson, Robert H. Jasker, Leslie Kazmierowski, Richard M. Keehan, Jr., Violet F. Kilts, John R. Marshall, Edward Matichek, H. W. Mueller, George M. Nedved, Jr., Walter H. Osterkamp, Jr., Milton F. Persin, Frank Pinn, Donald J. Provenzano, Edward Reese, Jordan B. Rifis and Eugene A. Vilimek

of Chicago, Illinois, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on December 21,1977
(Date)

Assistant Secretary.

(1)
CONTRACT 65-187-10 12/22/77

CITY OF FORT WAYNE, INDIANA

Contract No. _____

THIS CONTRACT, made the 22 day of December, 1977,

by and between SHAMBAUGH & SON, INC.,

whose address is 137 Chambeau Road, Fort Wayne, Indiana
hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner.

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

EDA PROJECT NO. 06-51-26917 RESOLUTION NO. 65-125-6

RESTORATION OF THE CITY BUILDING, "OLD CITY HALL"
ELECTRIC CONSTRUCTION WORK including ALTERNATES
E-2 and E-3.

Identified in these contractural documents as Contract No. _____, all in strict accordance with the plans and specifications and other contractural documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Seventy-six thousand, six hundred fifty-two Dollars,
in the manner hereinafter set out. ($76,652.00)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the bases of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimadated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts of all which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Contract Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 255 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $ 0 for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) percent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the

event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

The Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

ARTICLE XI, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

CONTRACT SUMMARY SHEET

SHAMBAUGH & SON, INC.

ELECTRICAL CONSTRUCTION WORK

1.	BASE BID		$80,663.00
2.	Alternate E-2: Delete all power and control wiring including starters and disconnect switches to Condensing Units No. 1 thru 7;	DEDUCT	2,495.00
3.	Alternate E-3: Delete Exit Surveillance System;	DEDUCT	1,516.00
TOTAL ELECTRICAL CONSTRUCTION CONTRACT.....			$76,652.00

NOTE: The Owner shall have the option to reinstate the above deducted items for a period of 120 days after contract date.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Goverment contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or in threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Executive
Secretary & Clerk of the Board

CONTRACTOR

SHAMBAUGH AND SON, INC.

ATTEST:

Secretary of Corporation

Max P. Shambaugh, President

Approved as to form and legality:

Steven E. Sheldon
Asst. City Attorney

FIREMAN'S FUND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That SHAMBAUGH & SON, INC.
(Here insert full name and address or legal title of Contractor)
137 Chambeau Road, Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and The American Insurance Company
(Here insert full name and address or legal title of Surety)

Newark, New Jersey, as Surety, hereinafter called Surety, are held and firmly bound unto
City of Fort Wayne, Board of Public Works
One Main Street, City-County Building, Fort Wayne, Indiana
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Seventy-six thousand six hundred fifty two and 00/100- - - - - Dollars ($ 76,652.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated December 19, 1977
entered into a contract with Owner for Restoration of the "City Building" - Old City Hall

in accordance with drawings and specifications prepared by Cole-Matott
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 19th day of December A.D. 1977

SHAMBAUGH & SON, INC. (Seal)
(Principal)
(Witness)
BY: (Title)

THE AMERICAN INSURANCE COMPANY (Seal)
(Surety)
(Witness)
By Hans A. Graulich

FIREMAN'S FUND
INSURANCE COMPANIES

LABOR & MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That SHAMBAUGH & SON, INC.
(Here insert full name and address or legal title of Contractor)

137 Chambeau Road, Fort Wayne, Indiana

as Principal, hereinafter called Principal, and The American Insurance Company
(Here insert full name and address or legal title of Surety)

Newark, New Jersey, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Board of Public Works
One Main Street, City-County Building, Fort Wayne, Indiana
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Seventy-six thousand six hundred fifty two and 00/100- - - - - Dollars ($ 76,652.00),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated December 19, 1977 entered into a contract with Owner for Restoration of the "City Building" - Old City Hall

in accordance with drawings and specifications prepared by Cole-Matott
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 19th day of December A.D. 1977

Barbara J. Hicks (Witness)

SHAMBAUGH & SON, INC. (Principal) (Seal)

BY: [signature] (Title)

Kathryn J. Beaudot (Witness)

THE AMERICAN INSURANCE COMPANY (Surety) (Seal)

By Harry A. Crawford
Attorney-in-Fact

360533—6-70

POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Kathryn J. Beauchot, Julian M. Bowers, Harry A. Crawford, C. Parker Gee, James O. Gilbert, Ronald J. Harruff, Leonard B. Koeller, Thomas G. McRae, Louis A. Menelly, Max E. Orwin, William L. Russell, James E. Van Dyck and Roland E. Weber, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof,

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"Article VIII, *Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

This power of attorney is also signed and sealed under and by authority of an Instrument of Authority executed on the 5th day of July, 1972 pursuant to Article VIII, Section 30 and 31, of the By-laws of THE AMERICAN INSURANCE COMPANY, and said Instrument of Authority is now in full force and effect, to wit:

"INSTRUMENT OF AUTHORITY. KNOW ALL MEN BY THESE PRESENTS: That Robert R. Scott, Assistant Vice President of this Corporation, is hereby vested with full power and authority to appoint and revoke Resident Assistant Secretaries or Attorneys-in-Fact of this Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation under and pursuant to Article VIII, Section 30 and Section 31, of the By-laws of the Corporation.

THE AMERICAN INSURANCE COMPANY

By James H. Wells
JAMES H. WELLS, Vice President

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed this 13th day of January, 19 77

(CORPORATE SEAL)

THE AMERICAN INSURANCE COMPANY

By Robert R. Scott
Assistant Vice-President

Attest:

STATE OF NEW JERSEY }
COUNTY OF ESSEX } ss.

On this 13th day of January, 19 77, before me personally came ROBERT R. SCOTT, to me known, who, being by me duly sworn, did depose and say: that he is Assistant Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

NOTARY (SEAL) PUBLIC NEW JERSEY

My commission expires August 11, 1981

Peggy Zange
Notary Public of New Jersey

CERTIFICATE

STATE OF NEW JERSEY }
COUNTY OF ESSEX } ss.

I, the undersigned Teresa S. Farina Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney and the Instrument of Authority set forth in the Power of Attorney are now in force.

Signed and sealed at the City of Newark, County of Essex, New Jersey. Dated the 19th day of December 19 77

Teresa S. Farina
Assistant Secretary

360614-TA-7-72

(1)
CONTRACT

65-187-9 12/22/77

CITY OF FORT WAYNE, INDIANA

Contract No. _____

THIS CONTRACT, made the 22 day of December, 1977,

by and between A. HATTERSLEY & SONS, INC.,

whose address is P.O. Box 5366, Fort Wayne, Indiana
hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner.

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

EDA PROJECT NO. 06-51-26917 RESOLUTION NO. 65-125-6

RESTORATION OF THE CITY BUILDING, "OLD CITY HALL"
MECHANICAL CONSTRUCTION WORK including ALTERNATES
M-2 and M-3.

identified in these contractural documents as Contract No. _____, all in strict accordance with the plans and specifications and other contractural documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of One hundred seventy-one thousand, five hundred fifty Dollars in the manner hereinafter set out. ($171,550.00)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the bases of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, Subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimadated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts of all which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Contract Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 255 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $ 0 for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) percent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the

event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

The Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

ARTICLE XI, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) the Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

CONTRACT SUMMARY SHEET

A. HATTERSLEY & SONS, INC.

MECHANICAL CONSTRUCTION WORK

1.	BASE BID		$193,000.00
2.	Alternate M-2: Delete Condensing Units No. 1 thru 7, refrigeration piping and Exhaust Fans No. 4,5,6, and 7;	DEDUCT	21,000.00
3.	Alternate M-3: Delete the painting from Boiler Room and Mechanical Equipment areas;	DEDUCT	450.00
TOTAL MECHANICAL CONSTRUCTION CONTRACT			$171,550.00

NOTE: The Owner shall have the option to reinstate the above deducted items for a period of 120 days after contract date.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Goverment contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or in threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Executive Secretary & Clerk of the Board

CONTRACTOR

A. HATTERSLEY & SONS, INC.

ATTEST:

J.Q. Rodemeyer
Secretary of Corporation

H. D. Hattersley
President

Approved as to form and legality:

Thomas E. Sheldon
Assoc. City Attorney

SEE TAB STOPS AT ARROWS

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY
LOOS INSURANCE AGENCY
2827 RUPP DRIVE - IBM BLDG.
FORT WAYNE, INDIANA 46815

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** HARTFORD A&I

COMPANY LETTER **B** CINCINNATI INSURANCE CO.

NAME AND ADDRESS OF INSURED
A. HATTERSLEY & SONS, INC.
P. O. BOX 5366
FORT WAYNE, INDIANA 46805

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** [X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [X] EXPLOSION AND COLLAPSE HAZARD [X] UNDERGROUND HAZARD [X] PRODUCTS/COMPLETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [X] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [X] PERSONAL INJURY	36 CBP 185384	2/1/79	BODILY INJURY	$ 300	$
				PROPERTY DAMAGE	$ 100	$ 200
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
A	**AUTOMOBILE LIABILITY** [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	36 CBP 185384	2/1/79	BODILY INJURY (EACH PERSON)	$ 100	
				BODILY INJURY (EACH OCCURRENCE)	$ 300	
				PROPERTY DAMAGE	$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
B	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	CCC 282 10 57	2/1/78	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 2,000	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY** **OTHER**	36 WE 850 778	2/1/78	STATUTORY		
					$ 100,000	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
ALL OPERATIONS OF THE INSURED INCLUDING MECHANICAL CONSTRUCTION FOR THE RESTORATION OF THE CITY BUILDING (OLD CITY HALL)

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
CITY OF FORT WAYNE, INDIANA
FORT WAYNE, INDIANA

DATE ISSUED: 12/13/77 sah

Paul A. Lohse
AUTHORIZED REPRESENTATIVE
LOOS INSURANCE AGENCY

ACORD 25 (Ed 2-77)

INDUSTRIAL BOARD

INDIANAPOLIS, 46204

601 STATE OFFICE BUILDING
100 NORTH SENATE AVENUE
633-6452

CERTIFICATE OF EMPLOYER'S COMPLIANCE WITH THE
INDIANA WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASES ACTS

HATTERSLEY A & SONS INC
FORT WAYNE INDIANA

TERM	INSURANCE CARRIER	POLICY #	CANC.
2-1-76 to 77	HARTFORD A & I	36WH 146289	
2-1-77 to 78	" "	36WE 850728	

FORM #19

hen this document is properly endorsed by the original validation stamp of the ndiana Industrial Board, it certifies that the foregoing employer has complied ith the provisions of Sections 5, 68 and 69 of the Indiana Workmen's Compensation ct and Section 27 of the Indiana Workmen's Occupational Diseases Act by insuring ts liability under said Acts with a policy of insurance issued by the company, earing the policy number, and effective on the date indicated. This policy ill expire one year from the effective date.

NDUSTRIAL BOARD OF INDIANA

OBERT W. McNEVIN, CHAIRMAN

TTEST:

ANICE E. SCOTT, SECRETARY

VALID

MAY 12 1977
INDIANA INDUSTRIAL BOARD
CERTIFICATE OF COVERAGE

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That A. HATTERSLEY & SONS, INC. P.O. BOX 5366 FORT WAYNE, INDIANA 46805 as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Obligee, in the amount of ONE HUNDRED SEVENTY ONE THOUSAND, FIVE HUNDRED AND FIFTY ---------- ----------Dollars ($171,550.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated DECEMBER 21, 1977 entered into a contract with Obligee for MECHANICAL CONSTRUCTION FOR THE RESTORATION OF THE CITY BUILDING (OLD CITY HALL),

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee having performed Obligee's obligations thereunder:

(1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;

(2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;

(3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 21ST day of DECEMBER 1977

H. O Hemsley

A. HATTERSLEY & SONS, INC. (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By Edward M. Brown
EDWARD M. BROWN *Attorney-in-Fact*

Form 9—1055
6-67

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That A. HATTERSLEY & SONS, INC. P.O. BOX 5366 FORT WAYNE, INDIANA 46805

as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the State of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Obligee, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE HUNDRED SEVENTY ONE THOUSAND, FIVE HUNDRED AND FIFTY Dollars ($171,550.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated DECEMBER 21, 1977 entered into a contract with Obligee for MECHANICAL CONSTRUCTION FOR THE RESTORATION OF THE CITY BUILDING (OLD CITY HALL)

which contract is by reference made a part hereof, and is hereafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Obligee, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant shall have given written notice to any two of the following: The Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said contract.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 21ST day of DECEMBER 19 77

A. HATTERSLEY & SONS, INC.

H. D. Hinshaw (SEAL)

Principal

AMERICAN STATES INSURANCE COMPANY

Surety

By Edward M. Brown

EDWARD M. BROWN *Attorney-in-Fact*

Form 9—1056
6-67

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint

----------PAUL A. LOHSE, EDWARD M. BROWN and LEONARD B. KOELLER----------

(Jointly or Severally)

of Ft. Wayne, and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 21st day of October

A. D. 19 77.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 21st day of October, A. D., 19 77, before me personally came

William M. Evans

to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice President of American States Insurance Company, that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

September 15, 1980
My Commission Expires

Jean Bevington
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 21ST

day of DECEMBER, A. D., 19 77.

(SEAL)

Stanley L. Riegel
Assistant Secretary

Form 9 1459 (12 72)

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

December 16, 1977

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contracts for Restoration of Old City Hall, which is funded primarily by Local Public Works Round II Funds have been awarded as follows:

General Construction	-	W. A. Sheets & Sons	$362,429.00
Mechanical Construction	-	Hattersley	$171,550.00
Electrical Construction	-	Shambaugh	$76,652.00

The Board of Works is desirous of the above-described companies beginning construction immediately, as the project must be started by December 29th or the City of Fort Wayne will lose the funds involved, i.e. $350,000.00 LPW RD II.

Therefore, Board of Works respectfully requests a "Prior Approval" so work can be done immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

HENRY P. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong

ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED:

John Nuckols Vivian G. Schmidt

William J. Hunga Michael A. Moss Jr.

Paul M. Burns Samuel J. Talarico

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman

CHARLES W. WESTERMAN, CLERK

AN EQUAL OPPORTUNITY EMPLOYER

3933

TITLE OF ORDINANCE SPECIAL ORDINANCE - THREE CONTRACTS FOR RESTORATION OF "OLD CITY HALL"

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

D-78-01-04.

SYNOPSIS OF ORDINANCE THREE CONTRACTS FOR RESTORATION OF "OLD CITY HALL"

W. A. SHEETS & SONS - GENERAL CONSTRUCTION $362,429.00

HATTERSLEY - MECHANICAL " $171,550.00

SHAMBAUGH & SON, INC. - ELECTRICAL " $76,652.00

$610,631.00

COPIES OF CONTRACTS ATTACHED

PRIOR APPROVAL ACQUIRED DEC. 16, 1977

EFFECT OF PASSAGE COMPLETION OF RESTORATION OF "OLD CITY HALL"

EFFECT OF NON-PASSAGE INABILITY TO COMPLETE PROJECT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $350,000.00 FROM LPW RD II

ASSIGNED TO COMMITTEE

EP